

# SUPREME COURT & CONSULAR GAZETTE,

And Law Reporter for the Supreme & Provincial Courts of China & Japan

VOL. VI

SHANGHAI, SATURDAY, 17TH JULY, 1869.

No. 133

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## NOTIFICATIONS

### H. B. M. Supreme Court.

IN HER BRITANNIC MAJESTY'S SUPREME  
COURT FOR CHINA AND JAPAN.

### COURT OF BANKRUPTCY.

#### THE BANKRUPTCY ACT, 1861.

SHANGHAI, 13th July 1869.

NOTICE is hereby given that a meeting of Creditors of CHARLES TREASURE JONES, who was adjudicated bankrupt on the 15th day of May 1867, will be held before CHARLES WYCLIFFE GOODWIN, Esq., at the Supreme Court, on Friday the 23rd day of July instant at 2 o'clock in the afternoon precisely, when the assignee will submit a statement of the whole estate of the bankrupt as then ascertained, of the property received and of the property outstanding, specifying the cause of its being so outstanding, and of all the receipts and of all the payments thereon made, and any creditor who has proved may attend and examine such statement and compare the receipts with the payments. And the meeting will declare by resolution whether any and what part of the produce of the estate (after making a reasonable deduction for future contingencies) shall be divided amongst the creditors, and at the same time creditors who have not already proved their debts are to come prepared to prove the same or they will be excluded the benefit of the said dividend, and all claims not then proved will be disallowed.

IN HER BRITANNIC MAJESTY'S SUPREME  
COURT FOR CHINA AND JAPAN.

### COURT OF BANKRUPTCY.

#### THE BANKRUPTCY ACT, 1861.

SHANGHAI, 13th July, 1869.

NOTICE is hereby given that a meeting of Creditors of ROWLER MILLER, who was adjudicated bankrupt on the 4th day of October 1866, will be held before CHARLES WYCLIFFE GOODWIN, Esq., Registrar, at the Supreme Court at Shanghai, on Friday, the 23rd day of July instant, at 11 o'clock in the forenoon, precisely, when the Assignee will submit a statement of the whole estate of the bankrupt, and of all the receipts, and of the payments thereon made, and any creditor who has proved may attend and examine such statement and compare the receipts with the payments. And the meeting will declare by resolution whether any, and what part of the said produce of the estate shall be divided amongst the creditors; and the creditors who have not proved their debts are to come prepared to prove the same or they will be excluded the benefit of the said dividend, and all claims not then proved will be disallowed.

### H. B. M. Supreme Court.

H. B. M.'s SUPREME COURT FOR CHINA  
AND JAPAN.

NOTICE.—The sittings of the Court for hearing ordinary Civil Cases during the current month of July will be held on every Tuesday; and for Motions Applications, &c., on every Monday and every Friday.

Shanghai, 2nd July, 1869.

THE Vacation will commence the 15th inst. and terminate on the 15th September next, during which period the Supreme Court will hold no sittings for hearing ordinary civil cases.

The Courts of Bankruptcy, Vice Admiralty, Probate; the Court for hearing Summary Civil cases and the Police Court will be open during vacation.

Shanghai, July 12th, 1869.

IN HER BRITANNIC MAJESTY'S SUPREME  
COURT FOR CHINA AND JAPAN.

### COURT OF BANKRUPTCY.

#### THE BANKRUPTCY ACT, 1861.

SHANGHAI, 14th July, 1869.

NOTICE is hereby given that a meeting of Creditors of K. R. MACKENZIE, who was adjudicated bankrupt on the 18th day of February 1867, will be held before CHARLES WYCLIFFE GOODWIN, Esq., Registrar in Bankruptcy, at the Supreme Court at Shanghai, on Saturday, the 24th day of July instant, at 11 o'clock in the forenoon, precisely, when the Assignee will submit a statement of the whole estate of the bankrupt, and of all the receipts, and of all the payments thereon made, and any creditor who has proved may attend and examine such statement and compare the receipts with the payments. And the meeting will declare by resolution whether any, and what part of the said produce of the estate shall be divided amongst the creditors; and the creditors who have not proved their debts are to come prepared to prove the same or they will be excluded the benefit of the said dividend, and all claims not then proved will be disallowed.

### United States Consulate General.

#### U. S. CONSULATE GENERAL.

SHANGHAI, July 3rd, 1869,

Estate of Simon W. Cooper (deceased).

ALL persons indebted to the above Estate are requested to make immediate payment to the undersigned, and those having claims against it to present the same, in duplicate, with vouchers, on or before the 31st day of July, 1869.

GEO. F. SEWARD.

## Prussian Consulate General

## BEKANNTMACHUNG.

DER durch Verfügung des Königlich Preussischen General Consuls vom 31. ten October 1868 eröffnete Concurs über das Vermögen der Firma LINCKE & Co. in Swatow, wird in Uebereinstimmung mit den Anträgen der sämmtlichen bekannt gewordenen Gläubiger hiermit aufgehoben.

Shanghai, den 29sten May, 1869.

## NORDDEUTSCHES BUNDES CONSULAT.

ALL the known creditors of the firm of LINCKE & Co. in Swatow having filed a petition to close the judicial proceedings of this case, notice is hereby given that the above estate is taken out of Court.

## NORTH GERMAN CONSULATE.

Shanghai, 29th May, 1869.

## BEKANNTMACHUNG.

MIT der heut erfolgten Uebergabe der diesseitigen Amtsgeschäfte an den neuernannten Consul des Norddeutschen Bundes für Shanghai Herrn ANNECKE haben die bisherigen norddeutschen Einzel-Consular Behörden, als das Königlich General Consulat und das Königlich Vice Consulat für Preussen so wie die Consulate für Bremen, Hamburg und Lübeck ihre Functionen eingestellt.

Shanghai, den 6 ten Mai 1869.

Der Stellvertretende Königlich General Consul,  
TETTENBORN.

## British Consulate Shanghai.

## NOTIFICATION.

THE undersigned has this day resumed charge of H. B. M. Consulate at this port.

W. H. MEDHURST,

H. B. M. Consul.

H. B. M. Consulate,  
Shanghai, 9th July, 1869.

## British Consulate Newchwang.

## CONSULAR NOTIFICATION.

## BRITISH CONSULATE,

NEWCHWANG, 3rd June, 1869.

H. B. M. Acting Consul at Newchwang, under instructions from H. E., H. M. Minister, publishes for general information an alteration in the special Port regulation for the port of Newchwang (Yingtzze) as laid down in the General and Special Regulations issued by His Exy., and published by H. M. Consul at Shanghai in the *North China Daily News* of the 29th March 1869.

In this it was laid down that the limits of the Port commenced "at the West of the Creek near the 'Fort,' and extend as far as the Eastern limit of the British Settlement." But in order to coincide with the limits now described by the Custom House Regulations this special regulation is ordered to be amended by the following.

## NEWCHWANG YINGTZE.

The limits of the port are as follow:—On the West a line drawn from the LAO-YEH-Ko on Middle Temple; on the East, a line drawn across the river from the Eastern limits of the British settlement.

WALTER E. KING.

## NOTICE.

Estate of C. H. HAMANN (deceased.)

ALL persons indebted to the above Estate are requested to make immediate payment to the undersigned, and those having claims against it to present the same with vouchers, on or before the 31st August 1869.

E. B. WIETERS.  
Administrator.

Shanghai, 17th July, 1869.

THE Business of KINNEAR & Co., Foochow, will be carried on from and after this date under the style and firm of KINNEAR, LARKEN & Co., the partners therein being Mr. WILLIAM BALFOUR KINNEAR and Mr. THOMAS LANCASTER LARKEN.

WILLIAM BALFOUR KINNEAR.

Foochow, 1st May, 1869.

## CUSTOMS' NOTIFICATIONS No. 51.

## CUSTOM HOUSE,

SHANGHAI, June 24th, 1869.

SINCE the 25th of July 1867, grain shipped by Chinese merchants at this port for Tientsin has been free of Export duty, in accordance with an Imperial Edict issued at that time.

The question having been raised lately, in connection with a shipment made by a Foreign firm in February 1868, as to whether Foreign shippers were also entitled to the exemption, His Excellency MA, the Superintendent of Trade for the Southern Ports, to whom the question was referred by the Taotai, has decided in its favor, and the Taotai has refunded the duty paid on the shipment referred to. Refunds are therefore due on all similar shipments that have been made since the 25th of July 1867.

The Edict, which is still in force, applies only to grain exported from this province to Tientsin.

T. DICK,

Commissioner of Customs,

Shanghai, 26th June, 1869.

## SEAMEN'S CHURCH, POOTUNG.

DURING the Summer Months, the hours for Divine Service, in this Church, will be 10.30 A.M., and 4 P.M.

The use of the Reading Room of the Shanghai Temperance Society (*Hongque Bund*, next door west of the United States Consulate) has been kindly granted for the benefit of Seamen. Facilities for letter-writing may also be found there.

It is proposed to collect a Library and Museum, towards which contributions from all quarters will be thankfully acknowledged. Prayer-Books also are much needed at the present time.

The Chaplain takes this opportunity of returning his best thanks to those friends who have, from time to time, given him Newspapers for distribution on shipboard; and especial acknowledgements are hereby made to such as have, of their own accord, sent Books, Magazines and Papers to his Office, which is at No. 50 Wangpoo Road, *Hongque*.

EDWARD W. SYLE,

Seamen's Chaplain.

Shanghai, 12th June, 1869.

## THE SHANGHAI NEWS-LETTER.

ENLARGED to double its former size, now affords a better medium of intelligence from this quarter of the world. It is published for the transmission of all the current Mercantile, Political, and General News of China and Japan, by the Pacific Mail Steamer to America and Europe.

The NEWS-LETTER will contain a summary of all the news of the month,—a complete and reliable review of the market—leading articles upon subjects of general interest—arrivals and departures of shipping—movements of American men-of-war on the station, etc., etc.

The conductors will endeavour to make it in all respects a welcome visitor in every counting house in the United States engaged in the China trade, as well as to those who are otherwise interested in this portion of the Far East.

Advertisements will be received at the following rates:

One square (ten lines) first insertion.....\$1.00

Every additional insertion.....\$.50

The subscription of the NEWS-LETTER is Two Dollars and a half per annum for subscribers in Shanghai, and Three Dollars when mailed.

The authorized Agents for receiving Advertisements and Subscriptions are:—

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Mr. J. B. MORRIS, Hongkong.

Mr. ALFRED WEILLER, Yokohama.

*Hiogo News Office*, Hiogo.

Messrs. F. & C. WALSH, Printers, Shanghai.

All communications intended for publication should be addressed "Editors of NEWS-LETTER," Local Post, Shanghai.

## NOTICE.

THE interest and responsibility of Mr. J. A. WILSON in our Firm ceased on the 31st December 1867, and Mr. W. G. HOWELL is admitted a partner from this date.

Our Firm now consists of Mr. W. G. HOWELL, Mr. ALFRED HOWELL and Mr. JOSEPH ALBINSON.

HOWELL & Co.

Hakodadi, 1st January, 1869.

*It is requested that only such communications as relate to Editorial matters be addressed to the Editor, and that they be sent not later than Friday.*

*Advertisements will be received till 10 a.m. on Saturday. No communications can be noticed unless accompanied by the name of the writer.*

## Supreme Court and Consular Gazette

SHANGHAI, JULY 17TH, 1868.

WE have received a paper of "Remarks on the French Municipal Regulations of Shanghai," the object of which is to induce the members of the foreign commercial community at this port to urge on the diplomatists at Peking the propriety of asking the several Governments to invite the French to lay aside their "assumptions" and to take their former position in the cosmopolitan control of the police and other municipal institutions of the place, in other words to give up their separate municipal system, and become part and parcel of the cosmopolitan settlement, misnamed the Anglo-American. We at once say that we should be delighted to receive our French neighbours, and we believe that all parties would eventually be benefited by the fusion of interests and the enlarged means and facilities for establishing and maintaining a complete system of municipal government, but we cannot in honesty say that we think the paper of Remarks before us is at all calculated to bring about so desirable a result. In the first place while having for its object an invitation to the French to lay aside their "assumptions," it *assumes* itself, and in a tone not particularly flattering to French self-love, a great deal too much. Any one ignorant of the true history of the so called Foreign Concessions at Shanghai would imagine that our French neighbours have been guilty of some most unjustifiable and unprincipled act of secession; but if we look to the agreement between the French Consul and the Taoutai of the 6th April 1849, printed in the appendix to the Remarks, we shall find that a site for the residence of Frenchmen was fixed, and that that site is the present French Concession, increased perhaps in extent by subsequent arrangements. What was done in 1849 for France had been done for England in 1845. France therefore only asked for and obtained what had been, or has since been, asked for and obtained by other nations, and whatever the paper of Remarks may 'assume' on the subject, it is undeniable that had the English Government chosen, it might have very properly refused to allow any one but British subjects to reside within the limits set apart for them by the Chinese authorities, and we are by no means sure that in view of the future complications of which this paper of Remarks is so painfully suggestive, it would not have been a wise political measure to have so confined it.

The "Remarks" go on to point out that the English authorities, after a few years abandoned all pretensions to an exclusive right of residence within the limits then known as the English Concession, because they were injudicious and contrary to the words and spirit of the treaties. It may be, and very likely is true that the English authorities finding that they could not themselves occupy all the land set apart in accordance with the Treaty for British subjects,

were willing to let other foreigners partake of the benefits they had secured for their countrymen, and it is certain that individuals who had speculated in land finding the market too restricted, did all in their power to induce their authorities to throw it open in order that foreigners might become purchasers, and thus enter into competition with British subjects and raise the price of land. The exclusion of foreigners was undoubtedly from a private and interested point of view injudicious—but how it was against treaty rights, seeing that it was in strict accordance with them, it is not very easy to understand, and as a matter of fact the admission of foreigners into the British concession was never conceded on the ground that their exclusion was against treaty rights, but simply because all parties would benefit by their being permitted to buy land and rent houses within the concession. It is now for the first time asserted that the concession of the site itself was contrary to treaty. Let us see, however, whether there is the slightest pretext for this "assumption." The several treaties say that foreigners may reside at the treaty ports; that the local authorities of the two governments, i.e. in the case of the English the English government and the Chinese, will select in concert the site; that on this site so selected they may buy land and rent houses therein. Now from these facts it is sought to be *assumed* that foreigners have a right to buy land and rent houses anywhere, and consequently we are to suppose according to the "Remarks" that "anywhere" includes land already sold, set apart or rented, in other words that the treaty having for one object the selection of sites for foreigners in fact precluded the Chinese government from surrendering, or letting, or selling, or doing what it liked with any land near the treaty ports, because by setting apart land for the residence of Englishmen, for instance, it interfered with the right of other foreigners. Now this is clearly an untenable position—as well might it be said that the Chinese government could not sell to A, because B had also a right to buy—and that B could not buy because C might probably want to purchase, and so on *ad infinitum*. What however the treaty said and meant was that foreigners might buy land and rent houses at the treaty ports, and when the English and the French, and afterwards the Americans, applied for particular sites in which they might respectively purchase and rent land, the Chinese government in accordance with the treaty set apart such sites, and it might as well be contended that a foreigner had a right to live in an English house built by an Englishman or erect a house on a piece of land owned by an Englishman, as that he had a right to live or build on the land so set apart for the residence of British subjects without the permission of British authority. However, this is a matter of very little importance now as between British subjects and foreigners, because British subjects in their own interest admitted foreigners, and whatever inconvenience has arisen, or may in the future arise, from the concession, it is too late now for the English to complain. But the French never did give up their right and whether the Americans forced the Taoutai to issue title deeds for land in the French concession through

the American consulate or not, their having done so is certainly no proof at all that the French ever abandoned what the Chinese had unquestionably granted them, viz., a site within which French subjects might build houses and reside, and if the Americans did so force the Taoutai, they forced him to violate his agreement with the French, because that agreement distinctly provided that "if the people of other nations wished to rent land within the said limits, they must repair to the consul who will consider and act." There is really therefore no pretence for saying that the setting apart a piece of land at a treaty port for the residence of the people of any particular nationality is a breach, *quoad* other nations, of any rights conferred by treaty. It is simply a matter of arrangement between the two authorities concerned whether they will take one or more houses in scattered situations, or whether they will take a block within a certain confined area—all that other nations can do is to claim the same right to have a piece of land set apart for their subjects. This it is open for them to do or not to do as they think fit.

We come then to the arrangement of 1854. If we look to the preamble to that arrangement we shall see nothing about the French concession in it; it is only when boundaries are mentioned, within which the regulations are to have force, that mention is made of the French limit; but because the French then agreed to adopt within their own concession, certain rules and regulations intended for the government of those who resided in the English concession, it does not at all follow that they surrendered any exclusive right to consider the French concession under French law. *Quoad* the limits mentioned the rules and regulations became by the act of the French Minister or Consul, French law, and, it may be, binding on all residents within the French concession, but whether binding on them or not, it became certainly binding on Frenchmen within the British concession; but there is not a word in the regulations from which it can be implied that any pretensions founded on the agreement made between M. de Montigny and the Taoutai were waived or abandoned, and it is now as competent for the French to make new laws as regards the French concession as it is for the "Anglo-American" Council and residents to amend those passed in 1854. It is not therefore in accordance with fact that the English and French in joining in a comprehensive scheme abandoned entirely and without reserve all their previous pretensions to any exclusive rights or jurisdiction over any portion of the two lots in question. Indeed as regards the French the irresistible conclusion from the preamble is that so far as the French concession was concerned there was no question as to these pretensions, and certainly no doubts. The preamble, as we have before observed, recites the rules and regulations for the land set apart for the residence of British subjects; it then goes on to state that doubts had arisen as to the validity of such regulations in cases where foreigners not British subjects were concerned, and that it was expedient to frame a code of regulations binding upon all foreigners, without distinction within the said limits, i.e. the limits of the land set apart for the residence of British subjects; and then it

proceeds to enact new rules, not saying one word of the French concession. Indeed it is only when the boundaries are mentioned that those of the French concession are included, the fact being that the rules never were intended to affect residents in the French concession—the French Minister signing them as binding on all Frenchmen resident in or resorting to the British concession, and that this was so is forcibly illustrated by the independent attitudes assumed by the French authorities and the other foreign authorities in their respective concessions, not only on ordinary occasions since then, but specially during the rebel occupation of Shanghai.

While, then, we should heartily rejoice and sincerely welcome a fusion of the two settlements, and would do all in our power to secure to French residents a full and commensurate representation and influence in our local councils, we cannot in justice go the length of reproaching them for consulting what they conceive to be their own interests. If they think that French influence and French power would be lost or sacrificed to any, or ever so small, an extent by such a fusion, they have a perfect right to refuse to be a party to it. We firmly believe that they would benefit largely by the amalgamation—but the question is one for them to determine and not for us. We have no right by the mere exercise of the power which a numerical majority may give us to force our laws and institutions down their throats, and no right to say to them "our system is better than yours therefore we insist on your changing yours." The answer we should expect did we do so would be "*Messieurs vous êtes des impertinents.*"

As to the Chinese emperor's authority, it is for him to look after that and not for us. No one prevents an Englishman or an American or any other foreigner buying land, building or living in the French concession; all they are asked to do is to obey the regulations therein established, and their authorities are asked to enforce compliance with them. As a matter of fact the French *Règlements* are infinitely more liberal to foreigners not being Frenchmen than ours are to those who are not English or American, and there is really little if any faults of a really practical nature to be found with them, and what there are we may safely leave to time and public opinion to correct.

It is all very well to repeat that the French claim territorial rights, but it is a fact nevertheless that they have in writing solemnly and officially disclaimed anything of the kind, and in practice they certainly do not attempt to put in force any rights that others do not enforce, or which do not arise out of the peculiarity of the position of foreigners at the treaty ports. Experience of the difficulty and expense of working a municipal system, such as the French have initiated, may do much to induce Frenchmen ultimately to amalgamate with us; but this is clear, we cannot force them, and the constantly telling them that which, beside not being true is not very agreeable for them to listen to, viz. that they are guilty of injustice and impolicy—that they are disregarding the rights of others—trampling the authority of the Emperor of China under foot—that their system is insupportable—that foreigners will not put up with it, and all that sort of thing—may disincline them to

listen to the voice of persuasion, or to be guided by the experience of results, and induce them to persevere in a separation which we sincerely believe to be a mistake, and as great a misfortune to them as to ourselves.

THE daily papers have lately devoted much space to the refutation of the groundless assertions and illogical arguments regarding China and foreign relations with China which have appeared in almost uninterrupted succession in the leading London journals. The *Times*, the *Standard* and the *Pall Mall Gazette*, each of which is the oracle of a very large circle, have, while dogmatising with notable hardihood, displayed the most extraordinary ignorance of the subjects they have attempted to treat. Now in view of Great Britain's large and increasing trade with this empire, Chinese questions are of very great importance, and therefore we can discover no excuse for the gross ignorance of everything bearing on those questions which marks the deeds of statesmen and the sayings of newspaper writers. We have little doubt that a reaction after the Burlingame folly will soon be experienced. In France at any rate the Szechuen murders are likely to neutralise Sino-American diplomacy, and to open the eyes of the government to the clumsiness of the process by which it was attempted to hood-wink them. But up to our last advices from England the madness was at its height, and those who at all cared for or thought about Chinese matters remained under the spell of Mr. Burlingame's eloquence. The *Times* and *Standard* would almost seem to have taken Mr. Burlingame's Boston speech, divided it impartially between them, and amplified each his assigned half into a leading article. Thus the *Times* asserts, in other words, that "China is an equal among the nations—so that now the Chinaman stands with the Briton or the Frenchman, the Russian, the Prussian, or the subjects of any of the great powers." To any one acquainted with the situation, and to no one more than to Mr. Burlingame himself, this commends itself as the baldest rubbish. But the total ignorance displayed by the *Times* accounts for the view it takes, while it does not excuse it. And then again the *Standard* blames Sir Rutherford Alcock for his half hearted advocacy of telegraphs and railroads, and assumes that a little more energy, a little display of enthusiasm would have secured the introduction of these mighty engines of development. This presupposes that China is willing to progress, and avail herself of all the resources of western science. Thus, the *Times* leads its readers to misconceive the moral nature of the government by representing it as willing to advance civilization, to secure the observance of treaty stipulations and to visit with severity every infraction of the personal or property rights of foreigners. On the other hand, the *Standard* devotes its energies to persuading its subscribers that the Chinese central government are able to sanction and enforce the introduction and extension of western appliances, and thus gives a hopelessly incorrect idea of the political status of the central power. Of course the opportunity of running down its countrymen mercantile and

official in this part of the world, is not lost by either paper. To judge by direct statements as well as by covert hints the presence of the foreigner in China is a curse to the empire, and the object of the government and people in England should be to disavow all connexion or sympathy with the demoralised creatures who yet claim English protection in the East. Upon this hint the *Pall Mall Gazette* speaks. The Englishman is rash and injudicious, unjust, discourteous and exacting. He designates the Chinese as "niggers," and can with difficulty conceal his contempt for them even when dealing with them. The most trifling annoyances produce a stern determination to inflict swift and "adequate" punishment. In this the *Pall Mall Gazette* is neither witty nor wise. Its assertions are all without exception false, but unfortunately, such is the feeling that has of late been fostered at home against the foreign communities in China, that the refutation of isolated charges has little effect if any upon the general impression of our guilty greed. Lord Clarendon's offer of increased power of repression to be exercised by the English minister upon his nationals suggests to the *Pall Mall Gazette* a view of English relations in China even more outrageously false than any we have before noticed. We are, according to the writer, now to be taught that the treaty is meant to bind us as well as the Chinese. Hitherto it has been considered only as a trap in which to catch the Chinese when for some reason or other it has been deemed inexpedient to use violence. This is not only false but maliciously false. We assert without the slightest fear of contradiction that the treaty has been observed by British subjects with the most scrupulous care, while by the Chinese government both central and provincial every pretext has been seized that promised a chance of evasion. It is a serious matter that our character for good faith should be rudely handled by writers who really know nothing of the conditions they describe. Although we may not suffer in pocket by the misrepresentations of home journals we are certain to suffer in the estimation of those who are being gradually led up to believe us to be irreclaimable profligates and unscrupulous mercantile adventurers.

#### H. B. M. SUPREME COURT.

July 9th, 1869.

Before Sir EDMUND HORNBY, Chief Judge.

HONGKONG & SHANGHAI BANK v. GLOVER & Co.

Claim for Tls. 7,000 upon a bill of exchange and on accounts stated.

Mr. HANNEN for the Plaintiffs.

Mr. BIRD for Defendants.

This was an action to recover a balance due on a bill of exchange drawn by the defendants on Messrs. Morgan, Lambert & Co of Hongkong against some copper hypothecated to the Bank, the holders of the bill. The bill was accepted. The godown in which the copper was stored took fire and it was damaged, and in consequence realised less than the advance. The plaintiffs had not instructed Messrs. Morgan, Lambert & Co. to insure nor had they insured themselves.

The defendants pleaded, among other pleas, that through the negligence of the plaintiffs the security had not been fully realised, that therefore they were discharged in equity. This plea was demurred to.

Mr. HANNEN in support of the demurrer contended that such a plea could not be pleaded, as it only showed a counter claim against plaintiffs for negligence, and an action at Common law could be brought against them. The learned counsel cited the cases of *Wodehouse v. Fairbrother*, 25 L. J., Q. B., 18; *The Earl of*

*Orford case*, Tudor's L. C., 567; *Stimson v. Hall*, 26 L. J., Ex., 212; *Atterbury v. Jarvie*, 26 L. J., Ex., 178.

Mr. BIRD, *contra*, contended that by an omission of duty on the part of the plaintiffs they had failed to make the security available. He did not deny that the defendants could bring a cross action, but they were not obliged to adopt that course. The plea was founded on the equitable relations of creditor and surety which existed between the parties in this case. The learned counsel quoted Chitty, 484, to show that the acceptor of a bill of exchange stands in the position of principal debtor as regards the other parties to the instrument. Hence that the defendants must be regarded in law as sureties only. He then referred to the same author, p. 485, to show that "if the creditor do any act which is injurious to the surety or inconsistent with his rights, or if he omit to do any act which his duty enjoins him to do, and the omission prove injurious to the surety, the latter will be discharged in equity." He cited the cases of *Chappel v. Butler*, 2 Simon and Stuart, 457, to show that if by neglect of a creditor the security was lost the surety was discharged; and another case in which some vessels had been hypothecated but had not been registered in the name of the creditor, where it was ruled that an action did not lie because of the neglect of the creditor. The learned gentleman cited the case of *Pearl v. Deacon*, 26 L. J., Eq., 761, to show that a surety can apply to a Court of equity where his rights had been prejudiced by the act of the creditor. He also referred to a case in the Queen's Bench, to show that a creditor could not apply a security to another purpose than that for which it was held, to the prejudice of the rights of the surety, and to the cases of *Watts v. Shuttleworth*, 29 L. J., Ex., 229, and *Strange v. Fooks*, Fisher's Digest, 1864. He submitted, therefore, that if he proved, as he was prepared to do, that it was incumbent upon the Bank to insure the goods deposited as collateral security, and that it had omitted so to do, to the prejudice of his clients, that it was clear from the above authorities that equity would relieve his clients by restraining this action and consequently that the defence was properly raised by his equitable plea.

Mr. HANNEN thought that these cases only went to show that it was their duty to insure, and that if it was so held a cross action could be brought.

His LORDSHIP then gave judgment on the Demurrer as follows:—

This is a demurrer to a plea setting up an equitable defence to the 1st count in the declaration, and I am asked to say whether it discloses such an equitable defence as is within the 33rd section of the Common Law Procedure Act, 17 & 18 Vict. ch. 175. The rule laid down in the Leading case on this point (*Wodehouse v. Fairbrother*, 25 L. J., Q. B. 18,) is that such a defence is only pleadable when the facts relied on would, if proved, entitle the defendants to relief on equitable grounds in a Court of Equity; in other words, in those cases only where the facts would entitle the defendant to an absolute and perpetual injunction against the judgment. The cases of *Stimson v. Hall*, 26 L. J., Ex. 212, and of *Atterbury v. Jarvie*, 26 L. J., Ex. 178, show that such a defence as is here pleaded is a fit and proper subject for a cross action, and that a Court of Equity would not have granted an injunction. Mr. Bird, however, seeks to distinguish this case from those cited by showing that the relation of principal and surety existed between the parties, and not that simply of principal creditor and principal debtor, and that a Court of Equity would under the circumstances restrain the action at Law. He says that Glover & Co. were the drawers and indorsers of the Bill sued on; that in that character they stood towards the holder of the Bill in the light of sureties for the acceptor; that collateral security, namely the copper mentioned in the plea was also given; and that through the laches or misconduct of the Bank that security has been lost to the defendants, and he cites a paragraph from p. 485 of Chitty on Contracts to the effect that if a creditor does any act which is injurious to the surety or inconsistent with his rights, or if he omit to do any act which his duty enjoins him to do, and the omission proves injurious to the surety, the latter will be discharged in equity. Thus if the creditor hold collateral securities or funds applicable to the debt of the principal, the negligent loss of or injuries to such securities or funds, to the prejudice of the surety, will afford ground to the latter for relief in

equity to the extent of such securities or funds. The case of *Pearl v. Deacon*, 26 L. J., Equity 761, is an authority for this position, and so is the case of *Watts v. Shuttleworth*, 29 L. J., Ex. 229, and those mentioned in Fisher's Digest, Title Surety, p. 232-4. A surety has an equity against the principal creditor; and it consists in obliging him to exhaust the securities which the principal debtor has given him before he seeks to hold him—the surety—liable. But there is no such equity between a principal creditor and the debtor; the obligation to pay exists no matter the security given and it is not postponed until the security is realized. Independently, however, of the question as to whether the facts mentioned in the plea disclose the relation relied on of principal and surety only between the Bank and the defendants, it is to be observed that the cases mentioned by Mr. Bird are all of them cases where the collateral security has been deposited or given by the debtor to the creditor and not by the surety. In this case—assuming for the moment that the defendant is in the position of surety only as regards the Bank, the security alleged to have been lost by the neglect of the Bank to insure was deposited not by the acceptor to the Bill, in other words the principal debtor, but by the defendant. In the cases cited, the surety had the right to say to the principal creditor, "you have in your possession goods or property of your debtor as security for the debt which he owes you, and you must realize these before you can sue me; and if you have lost or injured these securities in such a way that neither you nor I can avail ourselves of them, you must bear the loss"—but on the facts mentioned in the plea the security has been deposited by the defendant as a collateral security to his own and the acceptor's signature, and he has no right to call on the Bank to sell such securities before he is sued on the Bill. It is optional with the Bank to realize the securities, or to sue the defendant; and this appears to me to take the present case out of the authority of the cases cited by Mr. Bird. There is therefore no equity between the parties to which the defendants can appeal, and therefore no injunction would or could issue—although if it be true that the nature or value of the security has been changed through the laches of the plaintiff the defendant has a remedy at Law against him. I am moreover not at all clear that on the face of the plea, the relation of principal and surety is made out. It is true that the defendant is in the position of drawer and indorser, but though in respect of the acceptor he is a surety, yet as regards each subsequent party to the bill he is in the position of a principal. In Byles on Bills, p. 225, it is stated that as between the holder and the acceptor the acceptor is the principal debtor, and the drawer and indorser are his sureties; but as between the holder and the drawer, the drawer is the principal debtor and the subsequent indorsers are his sureties. For these reasons I must give judgment on the demurrer to the plea for the plaintiff. I cannot however say that I see any good reason for confining equitable pleas to such cases where, on the facts stated, it would appear the defendant would in equity be entitled to an absolute and perpetual injunction, and I fail to see why a Court of Law should not entertain a plea like the present provided it sees its way to doing final justice between the parties; but so long as the Law remains as it is and the equitable jurisdiction of courts of Common Law is restricted I can do no more than follow in the wake of the authorities. The defendant must seek his remedy against the plaintiff by a cross action.

Judgment for Plaintiff on the Demurrer.

The court now adjourned till 2 p.m. and on re-opening—

Mr. HANNEN proceeded to prove his case as disclosed on the issue of fact in the case, joined between the parties.

He contended that with regard to the notice of dishonour he had to raise an objection which, although against the text books, he felt bound to raise in case his clients should wish to appeal. He referred to the sufficiency of notice, and quoted Byles on Bills to show that notice by an acceptor was good notice, and pointed to two authoritative decisions at Nisi Prius, neither of them overruled, showing that notice by an acceptor was a good notice to the drawer, and on which he was satisfied to rest his case. He then referred to the facts of the case, which he considered as very simple, and contended that as a letter of hypothecation accompanied the bill it was not in satisfaction of any previous debt, and then alluded

to a letter written by Messrs. Glover & Co. to Morgan, Lambert & Co when the property with documents and letters had arrived at Hongkong, which he desired to put in evidence. His object in doing so was to show the agency. He also wished to put in another from Mr. Groom to one of the partners in Morgan, Lambert & Co.'s with the same object, it would support the money count if it would show the authority to borrow money. He had given Mr. Bird notice to produce all the letters.

Mr. BIRD was willing to produce such letters as his friend specified, but objected to producing the whole.

This led to a long argument on both sides, His Lordship deciding that as the letter was not specified he would allow Mr. Hannen to produce secondary evidence as to its contents.

Mr. HANNEN then said he would call the defendant.

FRANCIS A. GROOM, sworn, examined.—I was in the habit of corresponding with Morgan, Lambert & Co. Was so at the end of 1867. Received at that time several letters from them. I don't recollect the first. I did not get any notice of dishonour or non payment of the bill.

Mr. BIRD then addressed the Court at some length and maintained that since notice of dishonour had not been proved the plaintiff had failed on the 1st count; and contended that in point of law the acceptors were not the proper parties to give notice. He urged that Messrs. Morgan, Lambert & Co. were only special agents to sell the goods, and were not agents to receive or give notice of dishonour; so that no notice from them could be held 'due' notice. With regard to the claim for money lent if that money was the original advance for which the bill was given, the plaintiffs could not recover, inasmuch as they had failed on the bill itself, Chitty, p. 681, and if the loan was the alleged advance to Morgan, Lambert & Co., the latter had no authority, as the Bank must have been aware, to obtain money on Glover & Co.'s credit. The letter put in by his friend certainly gave no such authority. Nor was there any evidence of any money having actually been paid to Morgan, Lambert & Co. If the loan consisted of a renewal of the original draft why was it not retired instead of being sued upon? Indeed, he argued, if there were no debt due under the original draft, there could be no debt to be forborne, and so no occasion for a renewal. The plaintiffs must therefore prove a specific advance, which they certainly had not done.

#### Judgment.

This is an action by the holder of a Bill of Exchange against the drawer and endorser—there are also counts in the declaration for money lent, paid and due on accounts stated. The defendant pleads first to the count in the Bill that he has not received due notice of dishonour and to the money counts that he never was indebted, and that in respect of the money alleged to have been lent he drew the Bill of Exchange, and the plaintiff received it in payment of the money so lent as aforesaid, and that of the dishonour of the Bill no notice has been given him.

With reference to the 1st issue Mr. Hannen frankly admitted that he was not in a position to prove that the defendant had received due notice of dishonour from the holder, but he thought he should be able to prove that he had received such notice from the acceptor, and that on the authority of two Nisi Prius cases, *Shaw v. Croft*, Chitty 9th Edit., 494, and *Roschu v. Kieran*, 4 Camp., 87, he was entitled to say that notice of dishonour from the acceptor himself was equivalent to notice from the holder, on the principle that notice from any party liable to be sued, which of course the acceptor was, enured to the benefit of the holder. As regards the issues on the indebitatus counts Mr. Hannen with great ingenuity argued that he was entitled to a verdict on the ground, first that the original consideration for the Bill was a loan which could not be denied, and that even if he was unable in consequence of his failing to prove notice of dishonour of the Bill by which such loan was secured to succeed on the original debt, he would still be able to prove money lent on the day when the Bill became due, when the Bank complying with a request of the acceptors advanced a sum of \$ 18,000 to the latter as the agents of the defendants, and discounted a Bill drawn by the acceptors on the defendant for the balance due on the Bill then due.

I must say that Mr. Hannen deserves great credit for the ingenious mode by which he sought to supply the inherent deficiencies of his case, and in endeavouring to

obtain evidence of notice of dishonour from the acceptors—for without laying the slightest foundation for the assumption that such notice had ever been given—without calling the plaintiff or the acceptors he quietly asked the defendant to produce (under a notice to produce) all the letters between the defendant and the acceptor, trusting, I suppose, to discovering a notice of some kind or another in them. This course was naturally excepted to. He then asked for the first letter after a certain date and so would have gone on asking for the second, third &c. &c. until he found what he wanted, if indeed it was to be found at all. On an objection being taken to this course I ruled that he was not entitled to ask for the production of letters between the defendants and third parties in such general terms, and that he must first show the Court some foundation for supposing that notice of dishonour was ever given by the acceptor either on his own account or as agent for the plaintiff in such letters, telling him at the same time that as the defendants did not object he was at liberty to produce secondary evidence of such letters. He then called the defendant and asked him whether he had received any letters from the acceptors and then desired him to produce them—on the witness declining to produce and submit his letters to the examination of the plaintiff, and on his stating that he had not received any notice of dishonour from the acceptors or notice of non-payment of the Bill from them, I declined to oblige him to produce the letters, and I did so for this reason, that there was no ground shown for even supposing that any letters containing notice of dishonour were written by the acceptors to the defendants; that there was no reasonable ground for believing that such a letter containing such a notice was in the possession or power of the defendant; that the notice was too general, and that compliance with it, or with the request made to the defendant to produce the letters he may have received, would in the absence of any evidence on the subject by the plaintiff, or of any ground-work, simply be enabling the plaintiff to fish out or see if a case could be made out against the defendant, and further that the defendant having in examination in chief denied he had received any letter containing notice of dishonour he could not be compelled by the party who called him to produce his letters to contradict his assertion. If even the plaintiff had proved that notice of dishonour had been given by the acceptors, I should have felt it my duty on the authority of *Tindal v. Brown* and the cases cited in the note to Byles on Bills, p. 267, to rule that such notice was not sufficient and that the principle of "notice by a party liable to be sued" enuring to the benefit of the holder must mean notice by a party liable to be sued as surety for the acceptor or on default of the acceptor.

The only evidence adduced in support of the count for money lent to the defendants is first a private letter from Mr. Groom, of Glover & Co., to Mr. Norton, of Morgan, Lambert & Co., the acceptors, informing them that if they did not sell the copper they could easily get an advance on it from the Bank, and that if a margin was required Morgan, Lambert & Co. might draw on Glover & Co. for such margin, secondly that Morgan, Lambert & Co. did apply to the Bank and that the Bank granted an advance of \$18,000 to Morgan, Lambert & Co. on their and Glover & Co.'s joint responsibility, and on the collateral security of the copper—and further an offer to discount Morgan, Lambert & Co.'s draft on Glover & Co. for the balance due on the Bill. I do not find that the money was ever received by Morgan, Lambert & Co. or applied to the taking up or payment of the Bill, but it is in evidence that the Bill was retained by the Bank, who also held the copper and the draft, and that it is the Bill now sued on. Moreover I cannot see that this advance or loan if made at all, was made in accordance with any request from the defendants—all they did was to tell Morgan, Lambert & Co. that if they were not able to sell the copper in time to apply the proceeds in payment of the bill they might easily get an advance on it from the Bank, and for any margin they might draw on the defendants. Instead of which Messrs. Morgan, Lambert & Co. accept the advance, if any advance was ever made, on the credit of Messrs. Glover & Co. on the collateral security of the copper, which at that time had been burnt and so reduced in value, and for the margin draw on Messrs. Glover & Co. leaving the bill now sued on in the hands of the Bank. Agents must and can only act in strict accordance with the authority conferred on them, and I do not think that the Bank,

who had full notice of the extent of the authority of Morgan, Lambert & Co. took care that in the transaction they kept within it. As a matter of fact therefore there is no evidence of notice of dishonour so there must be a verdict for the defendants on the count on the bill, and on the count for money lent if by such loan is meant the original debt a verdict also must pass for the defendants and so indeed it must equally pass if the count for money lent is intended to apply to the arrangement entered into with the Bank by Morgan, Lambert & Co., on the 14th of December, when the Bill matured. There is no evidence that any money was ever lent by the Bank to Glover & Co. or to their agents in accordance with their authority or at their request—the continued possession of the Bill now sued on by the Bank rebuts any such inference, and as there is no evidence on the other counts, the verdict on all the counts must be entered for the defendants.

#### H. B. M. SUMMARY COURT.

July 10th, 1869.

Before R. A. Mowat, Esq.

COLLINS, SEAN, & HEE-TAH HEEN v. W. HARRIE.

Claims of \$87.70, \$50, \$96.50; for wages.

Judgment by default.

#### H. B. M. POLICE COURT.

July 9th, 1869.

Before R. A. Mowat, Esq.

The master of the *Wm. Chandler* appeared to charge the carpenter of the vessel with the theft of some of the flags.

The accused stated that a former constable of the Sailors' Home, who at present keeps a public house in Hongque, asked him to lend the flags to decorate his establishment on the 4th of July. He did so, but brought them back on the following day.

The captain thought that they were brought on shore to be sold for the purpose of procuring drink.

His Worship, though blaming the accused, dismissed the charge as there was no evidence of a felonious intent.

John Spelling, a man of war's man, was brought up in the custody of a French policeman on the charge of assaulting two Chinamen.

Sung a chow deposed that, as, he was standing outside his door on the previous evening, the prisoner rushed at him and struck him in the face and then struck his friend. Neither of them had given him any provocation. The other complainant gave corroborative testimony.

His Worship sentenced the prisoner to 4 weeks' imprisonment.

J. Burke, ordinary seaman, on board the *Taiting*, was charged with having deserted from that vessel.

The prisoner, who had just passed a month's imprisonment for refusal of duty, was brought on board in custody, but made off again the same day.

His Worship sentenced him to 6 weeks' imprisonment.

July 10th 1869.

Before R. A. Mowat, Esq.

W. Lane and R. Stackwell of the *Grain* were charged with refusal of duty. The accused, after offering some frivolous excuses, were ordered to pay the costs of summonses, and to return to duty.

R. Wetterbeck, able seaman on board the *Miranda*, was charged by his captain with refusal of duty. The accused assigned as the cause of his refusal the conduct of the captain in finding fault with the manner in which he had furled one of the sails and sending him over the vessel to scrub the sides.

The captain said the accused had done no work since the previous Monday, and added that he had been 24 years in command of a ship and this was only the second time he had been obliged to appear in a Police court against any of his men.

His Worship, who had no doubt that the accused had given his captain sufficient cause of complaint, ordered him to pay the cost of summons and forfeit 20 day's pay.

July 13th, 1869.

Before R. A. Mowat, Esq.

\* Thomas Hall was charged by Mr. Mackenzie, godown keeper at Muirhead's factory, with attempting to break

into the godown. The prosecutor stated that the native storekeeper having informed him of the circumstance he went to the place and found the prisoner in the act of running away. He ran after him and caught him and gave him into custody. He had torn down some of the venetians, and was quite sober.

The prisoner said he had gone solely to see the watchman, who had previously told him whenever in want of money or in any way "hard up" to come to him for assistance, which he was doing when arrested. He was drunk however at the time, but did not or had not the remotest intention of stealing anything.

Yee-ah-chun (store keeper) stated that he saw half of the prisoner's body inside the godown. Remanded till 10 a.m. the following day.

July 14th, 1869.

Before R. A. Mowat, Esq.

Hall, the seaman charged on the previous day with a burglarious attempt at the godown of Mr. Muirhead, was sentenced to one month's imprisonment.

#### NEWS OF THE WEEK.

By the *Suconada*, which arrived on 12th instant, we are in receipt of the following telegrams, brought on to Hongkong by the *Clan Alpine*.

GREAT BRITAIN.—London, June 14th: The *Times* of this morning says that the second reading of the Irish Church Bill in the House of Lords in certain. Messrs. Sefton and Seely, the Liverpool candidates, have been elected for Nottingham. 16th: In the House of Lords last night the adjourned debate on the Irish Church Bill was continued, and was again adjourned till Thursday, the 17th. Lords Romilly and Chelmsford, the Duke of Rutland, and the Bishops of Derry and Peterborough strongly opposed the Bill. Viscount Stratford de Redcliffe, Earl Grey, Lord Penzance, the Duke of Richmond, and the Bishop of St. David's were in favour of the second reading of the Bill. William G. Romaine, Esq., C. B., second Secretary to the Admiralty, has accepted the office of Judge-Advocate-General of India. 17th: Mr. Motley, the American Minister to England, has been instructed to secure the temporary postponement of the *Alabama* question, in the hope that when the excitement subsides, the Government of England will invite renewed negotiations. The Government of America says that the Neutrality proclamation is not in itself the ground of complaint for compensation, but, taken in connection with subsequent unfriendly acts, it has resulted in losses requiring reparation. Mr. Motley is authorized to assure the British Government that the desire of the American Government is for a settlement honourable and satisfactory to both nations. Mr. Cardwell's scheme for Army Reform comprises the limitation of the term of actual service to five years; without creating a local Indian army. The death of Lord Stanley of Alderley is announced. The death of General Sir Robert Garrett is also announced. 18th: In the House of Lords last night Earl Granville, on behalf of Mr. Bright, repudiated any intention to menace the House of Lords in his recent letter. The debate on the second reading of the Irish Church Bill was continued. Earl Derby warmly opposed it; and the Marquis of Salisbury favoured the second reading, but objected to the details of the bill. The debate was again adjourned, and will be continued to-morrow (Friday.)

FRANCE.—London, June 14th: The second ballot in the French elections has terminated. M. M. Biss, Seavre (? Jules Favre), and Pages have been returned for Paris. The final result of the elections throughout France is as follows:—For the Government, 213; for M. Thiers' party (or Independents) 41; for the Radical party, 25. A short session of the Corps Legislatif is convoked for June 28th, for the verification of elections. For some days serious disturbances have taken place in Paris and elsewhere in France. On the nights of the 11th and 12th Paris was uneasy. At five in the evening of the 11th, the Emperor and Empress in an open carriage, without any escort, drove through the principal streets, and were applauded. Afterwards troops and artillery were posted on the Boulevards and other places. Marshal Niel and the other Ministers were all night with Grenadier Guards at the Tuileries. Some disturbances took place, but were suppressed by the cavalry, who scoured the streets. On the 12th the shops on the Boulevards were shut; many hundred arrests were

made; and great military precautions were taken. On the 13th Paris resumed its ordinary aspect, and all is quiet now. The *Official Journal* gives the history of the disturbances which took place in Paris, Nantes, Bordeaux, and St. Etienne, and says that the Government knew what was preparing some weeks previously, and that justice would deal with the organizers. A letter from the Emperor to a Deputy has been published. In it he says:—"concessions of principles and sacrifices to persons are always inefficacious in the presence of popular movements. Governments which respect themselves should never cede to the pressure of excitement or disturbances." 18th. The latest advices from Paris state that the workman's strike at St. Etienne has developed into a revolutionary riot, and that two encounters have taken place between the troops and the people. In the first encounter twelve persons were killed, thirty three persons were taken prisoners, and seven soldiers were wounded. In the second encounter eleven persons were killed, including some women and a child. General Count Palikao was sent from Paris yesterday with strong reinforcements. Their Majesties the Emperor and Empress of France have visited Ex-Queen Isabella of Spain, who returned the visit.

**SPAIN.**—London, June 14th. The latest advices received from Madrid state that the Cortes is discussing the Regency of General Prim. When that question is settled, there will be plenty of candidates for the throne. On the 18th telegraphic advices were received stating that the Spanish Cortes has passed a bill conferring the Regency on Marshal Serrano.

**ITALY.**—London, June 18th. The latest telegraphic advices received from Florence state that a royal decree has been issued, authorising Count Cambray, the Finance Minister, to withdraw his three financial conventions; and that a further royal decree has been issued proroguing the Italian Chambers indefinitely.

**GREECE.**—London, June 18th. His Majesty the King of Greece opened the Greek Chambers on the 17th. In his speech His Majesty says the Government had adhered to the propositions of the recent Conference on the Turko-Greek question, with a view to the best interests of Greece. His Majesty also dwells upon the necessity for a regulation of the finances of the Government, in order that Greece may fulfil her obligations and develop her material strength and national resources.

**AMERICA.**—London, June 14th. Telegraphic advices received from New York, dated yesterday, June 13th, state that Mr. Fish has refused the request of an agent of the Cuban insurgents to recognise the independence of Cuba, holding that Spain controls the island until the expulsion of her troops.

The following Telegram has been received by the Chamber of Commerce, London, 22nd July, 1869: Cotton, Active—12½d; Grey Shirtings, Upward tendency—8½lbs. 11/3; Tea—Dull—Moyunes lower; Silk—Marx (Qy. worse); Dollars—50½ (Qy. 59½); American Tea Market—Unchanged; American Exchange—8½; American Gold—137; Discount—4%.

The past week has been a particularly dull one as regards local news. The Hon. J. Ross Browne, late U. S. Minister, arrived here a few days ago and it is understood leaves by the Pacific Mail on Monday. Addresses from the American and British Residents are to be presented to him as marks of respect, and expressive of their appreciation of the policy he has advocated. As is well known the views which he holds in regard to the position of foreigners in this country and the retrogressive policy of the Chinese have not met with the approval of his Government.

The circulation of an anonymous pamphlet on the subject has raised some discussion as to the rights by which the French hold their concession. The object of the pamphlet is to ask the various Governments to invite the French to join the cosmopolitan settlement. We reprint the pamphlet and discuss the subject at length in our leading columns.

Our readers, both here and in Japan, will be glad to learn that the P. & O. S. N. Co. intend to run two steamers per month between Shanghai and Yokohama, calling at Nagasaki and Hiogo. The first

steamer we understand will leave about the beginning of the next month.

The man George, watchman at Farnham's dock, who some weeks ago shot one Chinaman and wounded another, was yesterday tried on the charge of murder and found guilty, but was recommended to mercy. His Lordship passed sentence of death.

The Watch Committee of the Municipal Council have published a long report, from which we find that energetic steps are likely to be taken to put an end to many of the worst nuisances of the settlement.

The heavy rains with which we have been lately visited seem to have ceased, but the weather is still uncommonly mild.

The *Shanghai Recorder's* shipping reports gives an account of the wreck on Silowen Point, of the *Miss Preston*, a new barque, bound to Hongkong. The crew were picked up near Java Head by the *Fluellin*, on the 12th ulto., and landed at Anjer. Owing to the sudden striking of the vessel—then under full sail, the mate immediately before having reported 14 fathoms by the lead—they were unable to furnish themselves with provisions or even oars. When seen they were paddling with boards taken from the bottom of the boat.

The following passengers have arrived in Shanghai since our last: per *Osaka*, from Nagasaki, Baron Marlat, Dr. Morris and Mr. Rainbow and 2 Japanese; per *Manchu*, from Tientsin, the Hon. J. Ross Browne, U. S. Minister, and family; per *Suwonaka*, from Hongkong, Mr. and Mrs. Raphael; per *Yuen-tze-wei*, from Tientsin, Mr. and Mrs. Whelan and Mrs. Wise and child.

The following have departed: per *Costa Rica*, for Nagasaki, Mr. E. M. Nanti; for Hiogo, Mr. Mrs. Fobes, Messrs. Schempel, Dawson and C. Keatnells; for Yokohama, Mrs. & Miss Yates, Miss Minnie Trent, Messrs. W. N. Olmsted, Schmidt, F. W. Mitchell, T. Thomas, J. H. Alcock, C. J. Hoyt, R. Jeinot, J. Scott, J. Lagul, J. Connelly and Peter Morgan; for San Francisco, Messrs. A. A. Hayes, Jr., C. A. Sim, W. H. Rennie, Thos. Mills and J. A. Stevens; per *Ottawa*, for Hongkong, Mr. R. B. Baker; for Southampton, Mrs. Wise and children.

**HANKOW.**—All the River ports have been visited by heavy floods, which have done considerable damage. A correspondent of the *Daily News*, writing on the 10th inst., says:—

"Hankow has been visited with the most disastrous rains—it having rained in torrents without intermission for a week. The result now is that the settlement is under water, there being three feet of water on the bund, over which sampans and canoes are now to be seen sailing. All the hong and godowns are surrounded by water, and the residents can only go about in boats. The club is flooded, and the alleys in the bowling saloon are taken up to prevent their being destroyed. The destruction to foreign property will be most serious, and what the merchants will do for the safety of their goods remain to be seen. By Monday, the Chinese predict the water will have risen four feet higher than it is today; in that case the godowns will be flooded. The pretty new church is quite surrounded, and will also be flooded by to-night. Business of course is at an end, and nothing will be done now for a month or six weeks, as this great flood will last fully that time. The Chinese say it will be the most disastrous flood Hankow has ever been visited with. At present the place presents a sight rarely seen in any country. When the rain ceases, great heat is expected, and doubtless there will be a good deal of sickness amongst the residents. It is feared that some of the foreign property, especially at the back of the settlement, may fall down whenever the water begins to subside, as the foundations will be so thoroughly undermined. It is not unlikely that goods will have to be shipped back to Shanghai, if the water rises so high as the Chinese predict."

**KIUKIANG.**—A correspondent of the same paper writes :—"The river has risen so high that the water is into the court-yards of all the houses on the bund, and over the basement of some houses in the back street. The Mandarins are chinchining joss violently, proclaiming a fast, &c., to propitiate the dragon who is swelling the river—but ineffectually as yet. Grain of all kinds is getting dear, and prospects are not pleasant."

**CHEFOO.**—A correspondent of the *Recorder* informs us of an event which has caused some excitement at that port. The German constable in the employ of the Taoutai, who was sometime ago set upon and maltreated by the natives, was ordered to arrest a Chinaman who had threatened to take the life of his master, a butcher. When the constable approached the man he found he had a knife in his hand and refused to give himself up. The constable then fired over his head, but he still refused, and he fired a second shot, which went through his heart. The general opinion in the port is that little blame can be attached to the European.

**FOOCHOW.**—Our last advices from this port are via Hongkong, to the 3rd inst:—

From Messrs. Rusden, Phipps & Co.'s Foochow Circular, dated July 3rd, we learn that the settlements of tea there during the past week have been—Congou, 21,875 chests, 53,383 half chests, and 22,693 boxes; Pekoe, 824 chests; Scented, 17,379 boxes. Stock—Congou, 212,000 chests; Souchong, 21,000 chests; Pekoe, 1,831 chests; Oolong, 35,700 half-chests; and Scented, 20,521 boxes. Common Congou teas have been taken for Australia at high prices, preventing anything being done for London. Scenteds are mostly wanting scent. One very fine Pekoe chop has been settled at Tls. 60. *Ariel* (June 29) took 798,300 lbs.; *Leander* (30th June), 1,132,600; *Lahloo* (July 1), 1,100,000; and the *Thermopylae* left on the 3rd inst. The S. S. *West Indian* is engaged full, and *Zila* and *Taeiping* are both part full. Steam freight, £3 a £5 per ton of 40 cubic feet, according to length of passage.

**HONGKONG.**—The *Rona*, which arrived yesterday, brings us papers to the 11th inst.

The Hongkong Association has published a report which was presented at a meeting on the 3th inst., at which the scope and objects of the association were fixed for discussion at a meeting to be held within a month, pending which time the Committee and Secretary will by request remain in office. A resolution to protest against the policy of the British Government in China was negatived, as being beyond the scope and objects of the Society.

The *Daily Press* says :—

"The difficulty which has prevented their carrying out the main object with which the Association was formed, namely, the presentation to Parliament of a petition with a view to obtaining the withdrawal of the Military Contribution, originated from the Branch of the Society in London not acting, as it was reasonable to suppose it would; and the explanation that is given fully clears the Committee here from any charge of neglect in the matter. With respect to other subjects, concerning which it has from time to time been urged that the Association should take action, it appears that there is a question whether the powers of the body extend to matters not immediately affecting the interests of this Colony, to such, for example, as the conduct of the Home Government towards Mr. Consul Gibson. The opinion most generally entertained seems to be that the Association is designed merely for the purpose of acting in local matters, and that questions connected with general policy in China are foreign to its scope and design."

From the same paper we take the following.

An admirable Amateur Dramatic Club has been formed, which promises greatly to add to the amusements of the Colony. The Committee are to consist of Mr. Pollard, Q. C., president; Mr. Watmore, treasurer; Mr. Starkey, secretary; and Messrs. Coxon, Coughtree, Davis, and McLeod. The club will embrace all the best dramatic talent among the amateurs in Hongkong,

and will be formed under rules carefully designed to secure its efficient management.

Messrs. Heard & Co.'s steamer *Suconada* came out of the Union Dock (Kowloon) this morning, and was towed to her berth in the harbour. Messrs. Landstein & Co.'s steamer *Shafesbury* went into the Kowloon Dock this morning. Yesterday afternoon, the *Melissa*, lately ashore in the Ly-ee-moon pass, returned from Aberdeen Dock, having been surveyed and repaired.

The City Hall has been so far completed that the Building Committee have handed it over to a general Committee. There has been considerable discussion concerning the heavy expenditure in the Colony, and a letter has been published showing that it is far in excess of that of Singapore.

Mons. V. Hartung, Chancellor of the French Consulate, has been appointed Acting Consul at Singapore, in place of Mons. Troplong, who has been recalled. The decree under which this promotion is made, states that it is in consideration of services rendered in New York, London and Hongkong. Mons. Lacouthon de la Forrest is appointed Chancellor of the First Class at Hongkong, and is expected to arrive shortly. The news of Mons. Hartung's appointment to Singapore came out by the last English Mail, and he will take his departure for his new station by the next Messageries Imperiales steamer hence.

By the steamer *Clan Alpine*, intelligence has been received that the bodies of the passengers and crew of the missing steamer *Cheduba* have been washed ashore, between Akyab and Chittagong. In Calcutta there are no doubts whatever but that the *Cheduba* went down in the late Cyclone.

In the Supreme Court in the estate of Douglas Lapraik, deceased, Mr. H. C. Caldwell, Proctor for the Executors, applied for Probate of the will to be granted to Mr. Robert Ellis Baker, the Executor in Hongkong. The application was granted, with power to the other Executors to come in and apply for the like Probate. The property in Hongkong was sworn to under \$350,000, and the Stamp duty on the Probate will amount to \$700.

**NAGASAKI.**—A correspondent of the *Recorder* gives us particulars of the festivities held in celebration of the anniversary of American independence. H. B. M. S. *Icarus* and the U. S. S. *Idaho*, as well as all the merchant vessels were gaily decorated. In the evening a ball was given on board the U. S. Store ship, at which the American and British Consuls and their wives and most of the ladies in the settlement were present, and was a complete success. Captain Hooker of the *Idaho* goes home and has been succeeded by Captain Taylor.

The U. S. S. *Aroostook* had arrived from Hakodadi. Fort Kamita was still held by Enomoto. All the foreign residents were living afloat, and it is said that a Dutch barque with powder and munitions of war on board for the Mikado's troops had blown up. H. B. M. S. *Pearl* and the U. S. S. *Oncida* were at Hakodadi.

**YOKOHAMA.**—In H. M.'s Provincial Court at Kanagawa judgment was delivered in the case of the Pacific Mail Steamship Company *versus* the "*Ocean Queen*" in favor of the libellants (P. M. S. S. Co.) for the sum of \$10,218, as also the sum of \$500 per day, for the time she has been detained in consequence of the collision.

**NIGATA.**—The *Hioigo News* says:—By last advices from Niigata trade at that port was not very lively. The residents, when our informant left, numbered three all told, viz., H.B.M.'s Consul, constable, and one merchant.

#### MUNICIPAL COUNCIL.

COUNCIL ROOM,  
SHANGHAI, 6th July, 1869.

Present.

E. Cunningham Esq., Chairman.  
F. C. Adams Esq., Vice Chairman.  
H. Hoppius Esq.  
J. I. Miller Esq.  
R. B. Baker Esq.  
M. S. Gubbay Esq.

A. J. Johnston, Secretary.

The summons calling the meeting was read.

The minutes of the last meeting were confirmed and signed.

The following Report from the Watch Committee was read.

#### REPORT OF THE WATCH COMMITTEE.

Your Committee have the pleasure to hand you a Report of their proceedings for the quarter ended 30th June.

Upon assuming office they found the state of the Police force satisfactory.

The Barracks clean and well ventilated and the Cells in good order.

The strength of the Force on the 30th June was 38 Foreigners, 66 Chinese; Total 104, which will be shortly increased to 111.

Upon the recommendation of the Superintendent, Your Committee have taken on additional Chinese instead of Manila men, as recommended by their predecessors. It being found at present difficult to obtain Manila men suited for Police duties Mr. Penfold hopes that Chinese Constables of long service can efficiently perform the duties Manila men were specially required for viz. the suppression of Street noises &c., &c.

*Engagement of Police Officers, &c.*—The second term of engagement of Messrs. Penfold, Fowler, and Stripling expires next February.

Mr. Penfold will continue in your service for a further period of three years from the expiry of the present agreement. Your Committee are in negotiation with the Inspectors as to the terms of re-engagement. Your Committee have instructed the Secretary to conclude a five years engagement with men who have satisfactorily completed their term of probation.

*Messrs. Stripling and Fowler* appeared at the time of their engagement in London, by the late Mr. William Dent, to have understood from him that they would receive a gratuity of one year's pay on completion of five years service. They represented their case to your Committee, who recommended that they should be awarded a gratuity equal to six months pay as a mark of the Council's approbation of the zeal, ability and satisfactory manner they performed their duties.

*The Sergeants of the Force* made an application for increase of pay. Your Committee saw that without deranging the proportion of the pay of the various ranks of the force, it would be impossible to accede to the application. But noticing that promotion was somewhat restricted in the grade of Sergeant, your Committee altered the system before pursued, substituting a more elastic one, and admitting of quicker promotion, a course which appears to satisfy the applicants.

*Clothing.*—The summer Clothing, Pith hats, Umbrellas &c., have been issued. It is intended that as few foreigners as possible, will be put on day duty during the extreme hot weather.

*River Police.*—At the request of Capt. Rennell, Harbour Master, Your Committee have placed temporarily at his disposal, the services of Mr. Stripling, for the purpose of arranging details connected with the duties of the Customs River Police.

*The Revised Hard labor rules* are under Your Committee's consideration, it is trusted that they may be brought into operation on a more extended scale shortly.

*Brothels.*—The better surveillance of these establishments, is engrossing the attention of Your Committee.

*Opium Houses known as Hwo Ye kah (花烟間)* wherein women are kept for the purposes of forced prostitution. Your Committee are taking active measure to obtain as much information as possible in regard to these establishments with the view to their suppression.

*The Muzzling of Dogs* during the hot weather has been recommended to be adopted by the Community. Dogs found straying are now captured by the Police, and if not owned within forty eight hours destroyed.

*Straying Animals.*—Considerable annoyance, and danger arises from ponies &c. being turned loose, and allowed to roam about the streets of the Settlements. The Police capture such animals, take them to the Stations, where they are now detained until such a fine is paid as is sufficient to cover expenses &c. It is thought by the adoption of this course, owners of ponies—principally Chinese—will be careful not to allow animals to stray about.

*Chinese Stables keeping Ponies &c. for hire.* In addition to the inspection—frequently made by the Police of the animals kept for hire, Your Committee recommend that the Stable Keepers be in future licensed under such stringent rules as will deter them from keeping for hire animals unfit for work. Short of adopting this suggestion Your Committee see no other measures likely to be completely effective.

*Horses led by China boys in the Streets.* The animals are principally owned by Foreigners. A horse exercise ground was made sometime ago on the Old Race Course, and more recently at the back of H. M.'s Consulate, yet it would appear that Foreigners will not make their ma foos use these grounds but rather permit their animals to exercise in the public thoroughfares, especially the Kiukiang, Pekin and Hoopoh Roads.

Unless the owners of horses will insist upon their servants using the proscribed exercise grounds your Committee, much as they would regret to be obliged to adopt any measures likely to cause annoyance or inconvenience to owners of horses, will have no alternative left them but to instruct the police after giving due warning to the owners, to take proceedings against them under the IX clause of the Shanghai Land Regulations of 1854.

A new source of obstruction to free thoroughfare has attained such a point as now calls for immediate repressive measures. Your Committee allude to the practice of making the streets storing places for pony carriages. It is manifest that the public cannot longer be inconvenienced from this cause, hence Your Committee purpose issuing instructions to the Police to notify the owners of carriages &c. found persistently obstructing the roads of the Settlement, and in event of the warning being disregarded to take the carriage &c. to the Police station.

*Moorings of Sampan.* Your Committee have issued notices to Sampan-men requiring them to moor at one side of the jetties, leaving the other side clear for landing &c.

*Noise made by Chinese Wheelbarrows.* Your Committee are devising a system by which the annoyance now complained of will be vastly abated.

*19 Licenses for Hotels, Taverns &c.* for the quarter ending September have been issued.

*25 Chinese* are allowed to retail foreign liquors.

*Storing Inflammable Material in the Foreign Settlements.* Your Committee's attention has been drawn to the increased importation of inflammable material into the foreign settlements in contravention of art IX of the Land Regulations of 1854. Measures are being adopted to reduce this dangerous practice to the minimum.

*Lighting.* Your Committee recommend the extension of gas mains in the Broadway, now lighted only as far as the Sailors' Home. Your Committee think that certain lamp-posts at the corners of narrow roads might with advantage be removed, and brackets or pendants &c. be substituted, by which from two to three feet of the road covered by the present position of the Lamp-post would be available for traffic.

*Nuisance Department.* The Inspector of Nuisances reports that "during the past month the roads, alleys &c. of the English and Hongque settlements have been cleaned daily (Sundays excepted)"

Several Chinese have been proceeded against for committing nuisances in the streets or having nuisances on their premises. Your Committee have to acknowledge the assistance derived from the Mixed Court, by its awarding adequate punishment to natives charged with the above offences.

*Removal of Night Soil.* Your Committee would remind persons electing to remove the night soil from their properties that the hours permitted for its removal are between 8 p.m. and 7 a.m. that the tubs used must be closely covered; and the boats receiving night soil from the Settlements securely closed in.

*Watering Streets.* Additional Carts &c. have been purchased. Your Committee have to acknowledge the courtesy of Messrs. Gilman, Olyphant, Milne and others in lending their small hand Engines to fill the Water Carts.

The means at the disposal of Your Committee for filling the Carts at present is insufficient, they therefore propose your sanctioning the purchase of a nearly new Ericsson's Caloric Engine, 12 inch Cylinder with force pump attached and on wheels, it can be obtained at a moderate cost on the spot. In addition to using it for the above named purpose it would be found useful to pump out wells &c. when necessary, and be useful possibly in connection with drainage &c. It could also be made available among other purposes for supplying sufficient water to keep a fountain playing in the Shanghai Public Garden all day.

*Water supply.* In regard to the scheme advanced by the late Council Your Committee trust they will not be deemed stepping out of their province in recommending that specimens of water taken from the Hwang-pu at various points be sent to England or America for a qualitative and quantitative analysis. The expense would be small in comparison with the satisfaction afforded to the community by knowing the component parts of the water they use.

*Markets and Slaughter Houses.* The Inspector of Markets reports that the produce offered for sale during the past month "has been of superior quality." Some few seizures of meat were made.

*Beggars.* It is a source of satisfaction to Your Committee in being able to state that the number of Beggars have lately considerably decreased.

Your Committee have had a meeting with their colleagues of the French Municipal Council, at which several important points were discussed.

It affords Your Committee great pleasure instating that upon many of the matters brought forward both Committees were unanimous.

Such a satisfactory result augurs well so far as the duties falling under the respective Committees are concerned towards the efficiency of both administrations.

*Resolved*—That the Watch Committee's report be passed.

*Resolved*—That the Police be instructed to carry out the provisions of article IX. of the Shanghai Land Regulations of 1854 as regards "furious riding or driving or leading horses up and down the chief thoroughfares for exercise."

*Resolved*—That the Watch Committee be empowered to license Chinese Livery Stables.

*Resolved*—That the appointment of Dr. Henderson as Municipal Medical Officer, during the absence of Dr. Coghill, be confirmed.

*Finance*.—The Council considered and decided upon the terms &c. they would offer to officers and others wishing re-engagements.

Various subjects were considered, referred to the notice of the Committees, and the Council adjourned.

## REMARKS ON THE FRENCH MUNICIPAL REGULATIONS OF SHANGHAI.

THE French authorities having indicated that they will not join in a formal promulgation of the Revised Land Regulations until all other states concerned accept the regulations set up by the French government for the so called French Concession, the moment is an appropriate one to consider whether the members of the commercial community at this port should not urge on the ministers the propriety of asking the several governments to invite the French to lay aside their assumptions, and to take up their former position in the cosmopolitan control of the police and other municipal institutions of the place.

### I.

A review is necessary of the conditions under which both sets of land regulations have come into existence.

Regulations of some sort were required, because those of the country could not be applied to foreigners, who by treaty agreement remain under the control of their own authorities. On the other hand, the indifference of the Chinese to such matters rendered it at once a necessity for foreigners themselves to make roads and landing places, to light cleanse and drain their settlements, to establish a police, and to raise a revenue for those objects by an equitable assessment.

The first step was as follows:—In 1845, just after the port was opened, the local Chinese officer for foreign affairs and the British consul, then the only regularly constituted foreign consul here, together surveyed and set off, for the use of British residents, the plot of ground between the Yang-king-pang and the Soochow creek, and agreed upon certain rules which should be enforced upon all foreigners living within these limits. Two of these rules, viz:—XIV and XXIII, gave the British consular authority over the residents of other nations to the extent of obliging them to apply to him if they wanted land, and to submit to his jurisdiction in cases of dispute coming under the regulations.

At that time the ground now occupied by the French settlement and extending a third of a mile from the Yang-king-pang to the city walls, was a densely populated Chinese suburb, the centre of the Chinese trade, and therefore the plot of ground, nearly three fourths of a mile wide, thus appropriated by the British consul included all the desirable land then available for foreign mercantile houses. Beyond the Soochow creek, a wide stream, the locality was too distant for business establishments.

The residents of other nations therefore were compelled to take ground within the so called English concession; but, relying on the rights secured to them by treaties which in positive terms allow them to rent land directly from Chinese owners without intervention or restriction, and also place them under the authority of their own national representatives for all disputes or offences, they refused to acknowledge the pretensions of the English consul under this local arrangement.

In consequence, the English authorities after a few years, abandoned these pretensions unreservedly, as injudicious in themselves, and as so contrary to the words as well as the spirit of the treaties that they could not be enforced.

In 1849 however, before this was definitely settled, the French consul M. de Montigny obtained from the Chinese local officer a similar concession, with the objectionable clauses in the same words, of the land between the Yang-king-pang and the city walls, containing on the river bank the busy Chinese suburb already

mentioned. Neither the English nor the French grant gave the consul any power over Chinese subjects.

He proceeded immediately to exercise his newly acquired powers, but within a few weeks the inutility of the grant was proved by the successful resistance of an American, who had purchased land in the rear, and who, by the aid of his consul, forced the Tautai to issue his title deeds through the American consulate.

The English settlement increased in importance, the French remaining undeveloped, chiefly because the eligible portion—the river bank—was occupied by the Chinese suburb, and the land was thus too costly for foreign purchase.

By 1854 the interests involved in the maintenance of good order were so great and the municipal arrangements so insufficient, that need arose for more perfect regulations, and all the consuls of that day, including the English and the French, joined in a comprehensive scheme, the representatives of those two great powers abandoning entirely and without reservations, all their previous pretensions to any exclusive rights or jurisdiction over any portion of the two plots in question.

Upon the so called English ground we are to-day administering our municipal government under that scheme.

The experience of fifteen years, however, has developed defects which have led to a revision, and the Revised Land Regulations now under consideration are the result of the action of the community in this direction. People of all nationalities were invited to join in the revision, and to all governments interested, including the French, the revised code has been referred for approval and acceptance.

### II.

But a change has meantime taken place in the French plot.

In the civil war the suburb on the river bank was destroyed by fire, and by various measures the French authorities caused the whole of the river bank to pass into foreign ownership. As the frontage here has the deepest water of the whole foreign settlement, and is also the nearest to the native city, it is in natural advantages the choice locality of the place, and the French naturally expected it would immediately rival its neighbour across the Yang-king-pang.

In 1862, which was soon after the last appropriation of the river bank, greatly extending the area of French ground, the French consul established a separate council, and thenceforward, reverting to the original design, abandoned in 1854, they have persistently attempted to enforce French control within the so-called French limits.

In 1866 the present French regulations were issued, which definitely put all municipal affairs, whether affecting foreigners or Chinese, under French control, setting aside both the rights of the Chinese emperor over his subjects and those of other residents under their respective treaties.

These regulations and a translation will be found printed in the appendix. It will be observed that though a council is allowed, all real power is in the hands of the French consul-general, who is only responsible to his superiors. The regulations are established by virtue of the will of the French emperor. There is no reference to the Chinese authorities. They are put out of question, as are the representatives of the several western powers concerned.

In the appendix are also:—

A translation of the original document from the Chinese to M. de Montigny in 1849;

The articles XIV and XXIII from the original English Land Regulations, referred to herein;

Extracts from the Regulations of 1854;

The articles from the earlier treaties relative to hiring and purchasing land, which show clearly that there can be no restrictions as to the quarter in which any foreigner may rent or buy houses or lands.

### III.

Invitations to take part in the control of the general municipality, have consistently and continuously been extended to the successive French consuls.

As in the revision of the regulations of the cosmopolitan settlement, the consent of all governments having subjects or citizens resident therein was desirable, that of the French was requested in common with the others, the rights secured by said regulations to French subjects and French authorities being identical with those secured to all other nationalities.

It has up to this time, as we have seen, been refused unless all other governments will approve of the

French regulations, which expressly take from those governments and their nationals a portion of their treaty rights, and give French authorities exclusive privileges not asked for by any other foreign nation!

As an abstract question of right, the position that all the available ground for foreign residences at the very centre of foreign trade may be taken up and appropriated by two or three individual powers, will not bear a moment's consideration. For it can only be done in the face of the treaties, signed by them as well as by the others, which give equal rights to all.

Nor can the practice be followed to its logical consequences.

The French, with at the most five or six commercial houses, take half of all the ground convenient for commercial purposes. Even putting aside the English and Americans as already suited, there are still North Germany, Russia, Austria and Italy, all first class powers and all jealous of their national position and rights. What are they to do if there is to be a scramble for a foot-hold of soil?

Also what becomes of the Chinese emperor's authority at the numerous points where foreigners will be established ultimately, if the country about each city is to be parceled out among these various nationalities, each with three or four European residents, and forty or fifty thousand Chinese, after the manner of this French example?

The more one considers the subject, the more glaring seem both the injustice and the impolicy of such appropriations of territory.

#### IV.

Having thus set forth the course of events from the beginning, and the moral aspect of the case, it will be well to look at the material results following in the one case, the exclusive, and in the other, the liberal policy.

On the French side, at the expense of the community, a magnificent quay has been made, extending from the Yang-king-pang to the creek at the angle of the city wall, and thence on a narrower scale to the Little East Gate creek, the boundary of the concession, each section being about one third of a mile. This quarter was for centuries, and until its occupation by the French, the principal seat of the Chinese trade, and it now abuts upon the suburb to which that trade has been transferred.

In all respects, the first portion, which in direction is a continuation of the line of front of the cosmopolitan settlement below, is second to none as a choice locality for foreign houses.

Excluding the handsome French consulate, there are seven commercial houses, two ranges of godowns, a drinking saloon, a provision or compradore's shop, a seaman's tavern, the hospital and finally a row of ordinary Chinese houses.

Beyond the little creek, with the exception of the extensive godowns and wharves of the Shanghai Steam Navigation Company, whose managers reside in the cosmopolitan settlement, the entire front is occupied by Chinese, who rent of foreign owners but have not the smallest interest or concern in the French trade.

Going back from this mask of houses on the river line, there is no improvement in the rear. A single square and one comes to Chinese houses, the occupants of which, like those on the upper portion of the front, have no connection with French trade. With the exception indeed of five or six French firms, as many of other nationalities, a few drinking saloons and shops, there is no foreign population.

Turning to the English settlement, so called, we have on the same line, a complete frontage of fine buildings, nearly all owned and occupied by private firms engaged in general commerce. But even this display, striking though it is, fills but a small part in the contrast. For, behind this frontage, the settlement extends in squares of foreign houses one half of a mile back, many of the most important firms and banks in the place having their premises on the streets in the rear.

This difference between the two municipalities is of course partly owing to the greater length of time that the English settlement has been occupied, and to other extraneous causes, but it is safe to say that, had the French ground been under the cosmopolitan regulations that prevail in the other, their front would at this moment bear the same aspect as the English front, while the rear would be largely occupied by

firms engaged in the main branches of the trade of the port.

It is not Shanghai only, however, that teaches the lesson that exclusive grants are fatal to real prosperity.

At Hankow, Kiukiang, Tien-tsin, and Shameen at Canton, the English authorities under the idea of a certain convenience in administration, but on a much sounder basis of right—that of actual purchase of the whole ground by the government, and sub-leases—began with concessions on the plan of exclusive jurisdiction. They have abandoned the principle in all those places and now invite all nationalities to take ground on equal terms.

#### V.

It cannot be urged by the French that their commercial interests justify the position which they have taken. England, with really vast interests, and America and North Germany are content with general regulations. And indeed the greater French commercial establishments are situated in the general settlement.

Nor can it be urged that political considerations require a continuance of their assumption. France has no use anywhere of resorting to doubtful shifts to support her authority and prestige. She can gain nothing by an irregular attempt to govern a little colony of 50,000 Chinese and a hundred or two Europeans, unwilling as they are and bound to her by no natural allegiance.

In short, justice and expediency combine to require that the French should abandon a position founded doubtless on a misapprehension, injurious to the present, and full of complications for the future.

#### THE CHINA BANKS.

(Overland Trade Report.)

THE late opening of the Tea market at Foochow will interfere rather noticeably with the "show" that the China Banks will be able to make in their half-yearly balance sheets. Instead of having been able to sell all their dollars at a high rate of exchange, for which they have been steadily working, and which they confidently expected to bring about, they will have to pass the heavy contents of their Treasuries to Stock at the low rates now ruling. The brilliant vision of first class paper in abundance at 4/10d. have, alas, passed away altogether; and the plethora of Dollars is becoming difficult of management. The incident forms a very strong illustration—strong, because practical—of the truth of the views maintained in these columns, that so long as the opportunities which foreigners enjoy for trading in China are so restricted as at present, it is futile to look for a healthy trade. So soon as it became apparent that the Merchants were determined to hold off from purchasing Teas, the Banks with groaning Treasuries looked around to see in what direction they could find employment for their funds; and the only field that was open to them was one; the embarking into which must work directly against the Banks' more important interests. They could advance their money to the Chinese Tea Dealers, and in some cases did so. But with what result? With the result of enabling the native dealers to stand out in their high demands; of further delaying the opening of the market, and of preventing the Banks from selling their funds against mercantile paper, and thus returning them home at a profit. This was the result so far as the Banks were concerned, but it does not show the full extent of the evil. The merchants equally were sufferers, by means of the very funds which their own countrymen had brought to China in order to enable the trade to be conducted. It would, of course, be absurd to complain that at times an accident of this kind should occur. Such derangements in the ordinary course of business take place everywhere; but a consideration of how they are met in other places, will show where the weak spot in the China Trade lies. In other parts of the world, if the Banks had placed themselves in too heavy funds in view of the advent of a special branch of trade, they would be able to get out of the difficulty by finding at least temporary outlets for their capital in other directions. The presence of the capital on the market would, according to invariable rule, tend to create a demand. New enterprises would spring up, those already commenced would be furthered with increased energy. In this manner the temporary fall in the money market would work its own cure. The rate of interest would rise as the money began to become absorbed, and with the rate of interest, exchanges on foreign

countries would also rise. This same effect would be produced in China, were there a field for local enterprise in any way commensurate with the Export and Import Trade that is conducted; and it may be stated without doubt, that the absence of such a field of local enterprise must act as a permanent barrier to the conduct of a healthy trade with this country. As maintained when previously discussing this subject, there can be very little question that this is the real secret of the larger portion of the unsoundness in the China Trade, so long and so bitterly complained of; and considering the immense opportunities which, if a firm policy were adopted by the Foreign Governments in the assertion of their undoubted Treaty rights, China would offer for local enterprises of all description, it is doubly to be lamented that a source of commercial progress is lost, which would be not only highly beneficial in its direct results, but would indirectly be the means of removing the chief cause of the unsoundness in the China Trade at present existing.

### SKITS AND SKETCHES IN HINA.

(Hongkong Daily Press.)

#### III.—THE CHINESE TEACHER.

Grave and solemn in his aspect, with the demeanour of one who has seen much of men and manners, and feels his superiority over the vulgar herd, the Chinese Teacher forms a thoroughly representative man among those natives who come into contact with foreigners. He is terrifically formal, and is profuse with phrases of conventional politeness. He asks an unfledged beginner his "honourable" name and his "honourable" age; replies to questions addressed to him with conventional humility and propriety; brings in an occasional proverb from the Classics, which conveys an idea of indefinite learning, and a feeling of wonder that one so accomplished should condescend to the humble task of instilling his inharmonious, monosyllabic tongue into the thick heads of the *Yang Quitze*, and generally conducts himself with such an amount of serious decorum, dashed with delicate expressions of admiration for men and things foreign, as leads infallibly to the conclusion that he is very different from the rest of his countrymen, and is imbued with a sincere admiration for the superiority of Europeans generally, and of his pupil in particular. As ladies swear (of course in a proper sense of the word) by their pet parsons, students of Chinese swear by their teachers. Never attempt to convince a friend that the Chinese teacher whom he has employed for three months and who comes from, perhaps, the middle of the Fokien Province, is in the slightest degree defective in his pronunciation. The thing is utterly absurd. Such a very nice man cannot possibly be wrong. Did he not show immense penetration in detecting in the course of a couple of interviews, that his pupil had a wonderful aptitude for learning; that his natural capacity was far above contereage, and his pronunciation was something really the asking? Did he not also show a very discriminating astonishment for some of his pupil's friends and generally prove himself a man of amazing sagacity? Not a word must be said against such an immaculate being. It takes, of course, a very long time even for a man of strong mind, to discover that it is just possible that the solemn demeanour is assumed; that the intense admiration for foreign institutions is simply subtle flattery; that the heavy politeness is like the bowing and scraping of the dancing master—so much ceremony, that goes into the bargain for the lessons, and that his sage Mentor is in reality a very illiterate, very prejudiced, and very ordinary Celestial. Yet such in reality is the fact. Let the pupil return to his room a little before the customary hour, and he will find the man who in his presence behaves with an amount of heavy politeness that would become a Bishop—*tête à tête* with a house-coolie, and familiarly discussing with him the weaknesses, foibles, and habits of their common Foreign Devil employer. Chinese students may take it for granted that their suave teachers know everything about them, and they may also assume as very likely that they will talk about it all over the town. One teacher that the writer knew for a long time—this one really was a man much above the average—was a perfect *trade murem* as to the lives, public and private, of British Officials, from Sir Rutherford Alcock down to the latest Student Interpreter. He was pretty free in his anecdotes which he told with great effect, and many of which were intensely amusing, and for the most part, like Sir Walter Scott's novels, consisted of fiction founded upon sufficient fact to give them a *locus standi*. Of one celebrated sinologue, he repeatedly expressed the same opinion: "He was a good man, but had a bad temper." He omitted, however, to state, what proved to be the fact, that one particular illustration of this bad temper was his kicking the teacher who related the story, out of the room for a piece of impertinence, in which he had ventured to indulge. If in the case of many who attempt to study Chinese little else useful is learnt, they may as a rule, practically discover to how small an extent

the professions of the most polite and agreeable Celestial are to be relied upon, and upon how very little provocation flattery and adulation will be turned into insolence and impertinence.

### QUIZ

#### COMMERCIAL.

SHANGHAI, Friday Evening, 16th July, 1869.

IMPORTS.—During the past week a fairly active business has ensued, prices being with little alteration.

The chief demand for Goods has been for the Northern Ports, as owing to floods at Hankow all business with that port seems likely to be checked for some time at least. For Grey Shirtings, at low rates, some demand exists, 7lb Tls. 1.9.5 a Tls. 1.9.8, 8½lb Tls. 2.1.5 a Tls. 2.2.0; T-Cloths are still freely enquired for, 6lb Tls. 1.4.0 a Tls. 1.5.5, 7lb Tls. 1.7.0 a Tls. 1.8.5, 8lb Tls. 2 a Tls. 2.1.5; Drills have been in slightly better request, without however any consequent improvement in price, American, Tls. 4.1.0 a Tls. 4.3.0, English, Tls. 3.8.5 a Tls. 3.9.5, Dutch Tls. 3.7.0 a Tls. 3.8.0 Woollens and Fancy Goods remain neglected.

*Metals*: But trifling transactions have ensued and quotation for all descriptions are entirely unchanged.

*TEA*.—*Black*: A very large business continues to be done at irregular rates, but on the whole prices shew an advance on last quotations, especially Medium teas; for chops which three weeks ago would have been thought undesirable have been bought readily during the past week at enhanced rates. Common to fair teas have again commanded attention, and several chops have been settled at some what higher prices; common Hokow, however, has been purchased as low as Tls. 17.

In Green Teas a fair business has been done in Pingsueys at about previous rates.

The Export is about on a par with last year.

*SILK*.—The latest telegrams from London, dated 22nd June, report "sales impossible, prices nominal, European crop better than last year." During the past week we have had an irregular and unsatisfactory market. Classical Silks have been especially well supported, but in medium and inferior Tsatees and Taysams recent sales establish concessions ranging from Tls. 5 a 15 per picul. No business has been transacted since the mail left yesterday. Many small parcels of Throws and Reels have been shown, and a few of them have been taken. Apparently more care has been shown in their preparations than was the case at the latter end of last season, and owing to the apathy displayed by buyers, supplies are unlikely to be excessive. "Red Peacocks" are reported as settled at Tls. 457½ a 460, but much better Silks may be bought on more favorable terms. No 3 Tsatees may be quoted at Tls. 530 to Tls. 560=27/9 a 29/5.

*OPUM*.—*Malua* is difficult of sale, except hard cakes; it is quoted to-day at Tls. 490 to 492. *Bengal Drug* is very dull, with a downward tendency; to-day's rate for New Patna is Tls. 445, and for Old Tls. 443.

#### SHANGHAI SHIPPING.

ARRIVALS.—July 10th. Lightfoot, Newchwang; Negapatam, str., Foochow; Samuel Russell, Hongkong; Tapan-yo, str., Chefoo; Yuen-tze-wei, str., Tientsin. 11th, Sir Harry Parkes, London; Batavia, Newchwang; Lusitania, Ningpo; Argonaut, Cardiff. 12th, Suwo Nada, str., Hongkong; Osaka, str., Nagasaki; Manchou, str., Tientsin; Nanjing, str., Tientsin; Imperatrice, Sunderland; Fathool Carrin, Foochow. 13th, Homer, Foochow; St. George, Hongkong; Fluellin; Sunderland; Evelyn Wood, Sunderland. 14th, Prudhoe, Penarth; W. E. Gladstone, Foochow; Egidius, Amoy. 15th, Lady Belmore, Sydney; Fish, Newchwang; Alaska, Port Townsend. 16th, Rona, str., Hongkong; Sze-chuen, str., Tientsin; Peter, Nagasaki; New York, str., Yokohama.

DEPARTURES.—July 10th, Lucifer, H. I. M. S., —; Costa Rica, str., Nagasaki, Hiogo, etc.; Papa, Newchwang. 12th, Juno, Amoy. 13th, Venus, str., Hongkong; Bertha, str., Foochow; Sylphide, Newchwang; Annie Richmond, Foochow. 14th, Fusi-yama, Swatow; Dragon, str., Chefoo, Tientsin, etc.; Aronvale, Nagasaki; Ganges, str., Swatow and Hongkong; Oberon, Newchwang. 15th, Manchou, str., Tientsin via Chefoo; Wild Wave, Newchwang; Anne, Newchwang. 16th, Nanjing, str., Chefoo and Tientsin; Suwo Nada, str., Hongkong; Ottawa, str., Hongkong; Eilon Castle, Keelung; Osaka, str., Nagasaki. 27th, Guinevere, London; Milbrek, London; Decapolis, London.

*Monthly Periodical.*  
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**MR. GEORGE WATSON COUTTS** is admitted a partner in our firm.

COUTTS & Co.

Shanghai, 1st May, 1869.

**LATEST QUOTATIONS.**

SHANGHAI, July 17th, 1869.

*T.m.c. T.m.c.*

|                                 |         |       |
|---------------------------------|---------|-------|
| GREY SHIRTINGS—5½ Catty, .....  | 1.95 a  | 1.98  |
| " 6½ Catty, on spot .....       | 2.15 a  | 2.20  |
| " for arrival .....             |         |       |
| WHITE DO. 64 Reed, .....        | 2.40 a  | 2.45  |
| T-CLOTHS—36 in, .....           | 1.70 a  | 1.85  |
| LONG ELLS—H/H Scarlet, .....    | 6.45    |       |
| " Assorted, .....               | 6.45 a  | 6.55  |
| " CPH. Scarlet, .....           | 6.50    |       |
| " Assorted, .....               | 6.55    |       |
| " GG Scarlet, .....             | 6.40 a  | 6.60  |
| " Assorted, .....               | 6.40 a  | 6.60  |
| SPANISH STRIPES—Elephant, ..... | 0.58 a  | 0.62  |
| " Tiger, .....                  |         |       |
| " Britannia, .....              | 0.58 a  | 0.60  |
| CANLETS—SS .....                | 12.00 a | 12.50 |
| " SSS .....                     | 10.00 a | 10.50 |
| IRON—Nail Rod, .....            | 2.25 a  | 2.30  |
| LEAD .....                      | 5.25    |       |
| OPIMUM—Malwa, Old .....         | 490 a   | 492   |
| " Patna New .....               | 445     |       |
| " Old, .....                    | 443     |       |
| " Benares, .....                |         |       |

**EXCHANGE:—**

ON LONDON.—Bank 6m/s. 5s 11½d per Tael.

Credits, 6m/s. 6s. 11½d. "

Bills with doct., 6m/s. 6s. 0d. "

ON PARIS.—Credits, 6m/s., Fcs. 7.55 "

Documentary. Do. Fcs. 7.57½ "

ON CALCUTTA.—Bank 3 days'

sight, Rs. 302 per 100 Taels.

ON BOMBAY.—Bank 3 days'

sight, Rs. 302½ per 100 Taels.

ON HONGKONG.—Bank 15 d/s. 23½ disct.

Private, 30 d/s. 24 "

**BULLION:—**

GOLD BARS, Peking.—Tls. 169 per Tls. 10 weight

**NOTICE.**

**MR. SILAS MEYER MOSES** has been admitted a Partner in our Firm from 1st January, 1869.  
**DAVID SASSOON, SONS & Co.**  
 Shanghai, 19th June, 1869.

**NOTICE.**

**THE** interest and responsibility of Mr. HENRY ADOLPHUS OVERWEG in our firm ceased on the 11th of November last, by lapse of time.  
**OVERWEG & Co.**  
 Shanghai, 4th January, 1869.

**NOTICE.**

**THE** interest and responsibility of Mr. FREDERICK PEDDER in our firm ceases from this date.  
**H. D. BROWN & Co.**  
 Amoy, 31st December, 1868.

**MR. FRANCIS CHOMLEY** is a partner in our firm, which from this date will be conducted under the name of BROWN & Co.

**H. D. BROWN & Co.**

Amoy, 1st January, 1869.

**JUST PUBLISHED.**

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S. C. & C. GAZETTE Office,

23 Kiangse Road,

Shanghai, 24th April, 1869.

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**W. E. D. BIGSBY.**  
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**METEOROLOGICAL TABLE.—WOOSUNG.**

| Date.   | Time | H L   | W tr.  | W ind        | F | X | Q  | H      | I | Bar.  | Ther. |
|---------|------|-------|--------|--------------|---|---|----|--------|---|-------|-------|
| 1869.   |      | on    | Range  |              |   |   |    |        |   |       |       |
|         |      | Wter  | of Tm. |              |   |   |    |        |   |       |       |
| July.   |      |       |        |              |   |   |    |        |   |       |       |
| 10 L.W. | A.M. | 8.54  | 13.00  | 4.51 E by S  | 1 | 2 | 9  | 8 r.   |   | 29.92 | 76    |
| 10 H.W. | P.M. | 0.56  | 21.10  | ... s e by s | 1 | 2 | 13 | 4 r.   |   | 29.93 | 78    |
| 11 L.W. | A.M. | 9.52  | 12.08  | 4.46 Z       | 0 | 2 | 2  | ... o. |   | 29.84 | 78    |
| 11 H.W. | P.M. | 1.46  | 21.10  | ... E N E    | 1 | 3 | 10 | ... c. |   | 29.82 | 81    |
| 12 L.W. | A.M. | 10.47 | 12.08  | 4.56 S S W   | 3 | 3 | 18 | ... b. |   | 29.78 | 85    |
| 12 H.W. | P.M. | 2.37  | 21.09  | ... S W      | 3 | 4 | 26 | 5 r.   |   | 29.74 | 89    |
| 13 L.W. | A.M. | 11.40 | 12.07  | 6.57 S W     | 2 | 2 | 20 | 1 r.   |   | 29.86 | 83    |
| 13 H.W. | P.M. | 2.46  | 22.04  | 4.55 N N W   | 1 | 3 | 7  | ... c. |   | 29.85 | 81    |
| 14 L.W. | P.M. | 0.14  | 13.02  | 6.29 East    | 3 | 5 | 9  | ... c. |   | 29.85 | 81    |
| 14 H.W. | P.M. | 3.47  | 21.10  | 5.17 E by S  | 4 | 5 | 9  | 4 r.   |   | 29.82 | 77    |
| 15 H.W. | A.M. | 4.42  | 22.11  | ... S S E    | 4 | 4 | 14 | ... m  |   | 29.70 | 77    |
| 15 L.W. | P.M. | 0.56  | 12.09  | 7.06 W S E   | 4 | 4 | 23 | 2 r.   |   | 29.71 | 86    |
| 15 H.W. | P.M. | 4.38  | 21.02  | 5.10 W by N  | 3 | 4 | 23 | ... c. |   | 29.75 | 78    |
| 16 H.W. | A.M. | 5.17  | 22.04  | ... s w by w | 2 | 2 | 21 | ... c. |   | 29.87 | 73    |
| 16 L.W. | P.M. | 1.27  | 13.07  | 6.40 W N W   | 3 | 3 | 26 | ... b. |   | 29.91 | 82    |

**Explanation.**

F. Force (1 to 12—estimated): X. Extreme force: Q. quarter whence extreme force (N. b. E.=1 to 32=N.); H. Hours of Rain: I. Initials;—b. blue sky; c. clouds (detached); f. fog; h. hail; l. lightning; m. misty (hazy); o. overcast (dull); r. rain; s. snow; t. thunder; Z. calm.